

**RESOLUTION NO. 2019-68**

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF RESUSCITATION DEVICES AND MAINTENANCE FROM STRYKER, INC. IN AN AMOUNT NOT TO EXCEED \$42,648; PROVIDING FOR AUTHORIZATION; DECLARING CERTAIN FIRE RESCUE EQUIPMENT AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 3.07(b) of the Village of Key Biscayne (“Village”) Charter, the Village Council desires to authorize the expenditure of Village funds for a capital project consisting of the purchase of two (2) Lucas Chest Compression Devices, including four years of maintenance, (the “Equipment”) to replace existing equipment that has reached the end of their useful life; and

**WHEREAS**, the Village may, pursuant to Section 2-86 of the Village Code of Ordinances (the “Code”), enter into bids or contracts entered into by another governmental authority, provided that the governmental authority has gone through a competitive bidding procedure leading to the award of the bid or contract in question; and

**WHEREAS**, the type of purchase contemplated by the Village for the Equipment has been competitively bid and awarded by Eagle County Health Service District, a quasi-municipal corporation and political subdivision of the State of Colorado, which has entered into an agreement titled “Contract PSAI RFB 2018-11 Resuscitation Devices (the “SAVVIK Contract”) with Stryker, Inc. (“Stryker”), which is administered by the Public Safety Association Inc. in partnership with SAVVIK Buying Group; and

**WHEREAS**, in accordance with Section 2-86 of the Village Code, the Village Council seeks to authorize the Village Manager to purchase the Equipment from Stryker consistent with the terms and conditions of the SAVVIK Contract and the quote attached hereto as Exhibit “A” in an amount not to exceed \$42,648; and

**WHEREAS**, the Village Council declares the equipment listed on Exhibit “B” attached hereto (the “Surplus Property”) as surplus property as they have become obsolete, have outlived their usefulness, have become inadequate for the public purposes for which they were intended, or are no longer needed for the public purposes in light of the purchases authorized by this Resolution, and authorizes the Village Manager to sell or otherwise dispose of the Surplus Property; and

**WHEREAS**, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1.**    **Recitals.**    That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2.**    **Approval.**    That the Village Council approves the purchase of the Equipment.

**Section 3.**    **Authorization.**    That the Village Council hereby authorizes the Village Manager to purchase the Equipment from Stryker consistent with the terms and conditions of the SAVVIK Contract and the quote attached hereto as Exhibit “A” in an amount not to exceed \$42,648.

**Section 4.**     **Declaration of Surplus Property.** That the Surplus Property has become obsolete, has outlived its usefulness, has become inadequate for the public purposes for which it was intended, or is no longer needed for public purposes. Accordingly, the Village Council declares the Surplus Property listed on Exhibit “B” attached hereto to be surplus personal property of the Village.

**Section 5.**     **Authorizing Sale or Disposition of Surplus Property.** That the Village Manager is hereby authorized to sell or dispose of the Surplus Property by public auction or other procedure determined by the Village Manager to be in the best interests of the Village. Any surplus property items acquired by the Village pursuant to governmental grant programs shall only be disposed of in accordance with procedures and criteria applicable to such grant programs.

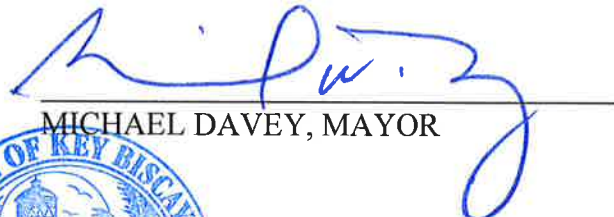
**Section 6.**     **Implementation.** That the Village Council hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.


**Section 7.**     **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 19<sup>th</sup> day of November, 2019.

ATTEST:

  
JENNIFER MEDINA, CMC  
VILLAGE CLERK

  
MICHAEL DAVEY, MAYOR

  
3

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

  
\_\_\_\_\_  
VILLAGE ATTORNEY



## Exhibit A

## Lucas Device Quote

Quote Number: 10071868  
Version: 1  
Prepared For: VILLAGE OF KEY BISCAYNE FIRE RESCUE DEPT  
Attn:

Remit to: P.O. Box 93308  
Chicago, IL 60673-3308  
Rep: Amanda McBride  
Email: amanda.mcbride@stryker.com  
Phone Number:

Quote Date: 11/07/2019

Expiration Date: 02/05/2020

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	VILLAGE OF KEY BISCAYNE FIRE RESCUE DEPT	Name:	VILLAGE OF KEY BISCAYNE FIRE RESCUE DEPT	Name:	VILLAGE OF KEY BISCAYNE FIRE RESCUE DEPT
Account #:	1182561	Account #:	1182561	Account #:	1182561
Address:	560 CRANDON BLVDEVAR KEY BISCAYNE Florida 33149	Address:	560 CRANDON BLVDEVAR KEY BISCAYNE Florida 33149	Address:	560 CRANDON BLVDEVAR KEY BISCAYNE Florida 33149

## Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	2	\$13,876.50	\$27,753.00
2.0	11576-000060	LUCAS Desk-Top Battery Charger	2	\$1,074.45	\$2,148.90
3.0	11576-000071	LUCAS External Power Supply	2	\$329.73	\$659.46
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	4	\$635.10	\$2,540.40
Equipment Total:					\$33,101.76

## ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
5.1	78000020	Prevent Plus Batteries (Onsite) for LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	4	2	\$4,773.60	\$9,547.20
ProCare Total:						\$9,547.20

## Price Totals:

Grand Total: \$42,648.96

Comments:



## Exhibit A

### Lucas Device Quote

Quote Number: 10071868

Version: 1

Prepared For: VILLAGE OF KEY BISCAYNE FIRE RESCUE DEPT

Attn:

Remit to:

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Amanda McBride

Email:

amanda.mcbride@stryker.com

Phone Number:

Quote Date: 11/07/2019

Expiration Date: 02/05/2020

Pricing reflects the Savvik Contract.

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

---

AUTHORIZED CUSTOMER SIGNATURE

## Exhibit A

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

## **EXHIBIT B**

**2- ZOLL Autopulse devices will be replaced with the purchase of the Stryker Lucas Devices.**

**The current Zoll Autopulse Chest Compression devices have no trade in value. These devices will be disposed of, in compliance with any Village requirements.**